

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

<p>(1) SHARON THORPE, an individual,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>(1) STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a foreign for profit corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No. 15-CV-483-JED-TLW</p>
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NOTICE OF REMOVAL

The Petitioner, State Farm Mutual Automobile Insurance Company, Defendant in the above-captioned case, states the following:

1. The above-entitled cause was commenced in the District Court of Tulsa County, entitled *Sharon Thorpe v. State Farm Mutual Automobile Insurance Company*, Case No. CJ-2015-2820. Defendant was served via service on the Oklahoma Insurance Commissioner on August 5, 2015. A copy of Plaintiff's Petition setting forth her claims for relief upon which the action is based is attached hereto and marked Exhibit 1. A copy of the Summons served upon Defendant is attached hereto and marked Exhibit 2.

2. Defendant's principal place of business is in the State of Illinois, and Defendant is incorporated in the State of Illinois. Plaintiff is a resident of Tulsa County, State of Oklahoma. (*See* Plaintiff's Petition, p. 1, ¶ 1, Exhibit 1). Plaintiff's cause of action is for alleged breach of an automobile insurance contract and alleged breach of the implied duty of good faith and fair dealing. The matter in controversy between Plaintiff and Defendant, according to Plaintiff's demand, exceeds

Seventy-Five Thousand and No/100ths Dollars (\$75,000.00), exclusive of interests and costs. (*See* Plaintiff's Petition, p. 4-5, Exhibit 1).

3. This Court has original jurisdiction over this case pursuant to 28 U.S.C. § 1332 (1992), by reason of the fact that this is a civil action wherein the amount in controversy, according to Plaintiff's demands, exceeds Seventy-Five Thousand and No/100ths Dollars (\$75,000.00), exclusive of interest and costs and is between citizens of different states. Accordingly, this action may be removed by Defendant pursuant to 28 U.S.C. § 1441(a).

4. This Notice of Removal is filed in this Court within thirty (30) days after August 5, 2015, the date Defendant was served with a copy of Plaintiff's Petition, which was the initial pleading setting forth the claim for relief upon which this action is based. (*See* Summons and Petition, Exhibits 1 and 2.

5. Copies of all process, pleadings, and orders served upon Defendant have been attached hereto as Exhibit "1 ", Petition; Exhibit "2 ", Summons. Pursuant to LcvR 81.2, a copy of the State Court docket sheet is attached as Exhibit "3."

WHEREFORE, Defendant, State Farm Mutual Automobile Insurance Company prays this action be removed.

Dated this 24th day of August, 2014.

Respectfully submitted,

**ATKINSON, HASKINS, NELLIS,
BRITTINGHAM, GLADD & FIASCO**

A PROFESSIONAL CORPORATION

/s/ John S. Gladd

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Certificate of Service

I hereby certify that on August 24, 2015, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Donald E. Smolen, II
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Attorney for Plaintiff

/s/ John S. Gladd

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